



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

| | | |
|--|---|--------------------|
| CONCORD SCHOOL ADMINISTRATORS' ASSOCIATION | : | |
| | : | |
| Complainant | : | CASE NO. M-0502:1 |
| | : | |
| and | : | |
| | : | DECISION NO. 82-29 |
| CONCORD SCHOOL DISTRICT | : | |
| | : | |
| Respondent | : | |
| | : | |

Representing Concord School Administrators' Association

Stephen Jones, President CAA
F. Houston Davis

Representing Concord School District

John F. Teague, Esquire
Calvin L. Cleveland, Superintendent

BACKGROUND

By petition received by the PELRB on January 18, 1982, the Concord School Administrators' Association, a unit certified in the Concord School District representing certain administrators there, charged that the School District had committed an unfair labor practice in that the District had not replaced a principal who had resigned, giving the functions of that principal to others, thereby altering the agreed to bargaining unit and violating the contract, re: 273-A:5, I (h).

The School District denies any wrongdoing and claims its right to exercise managerial prerogative under 273-A:1, XII, "the selection, direction and number of its personnel". And further argues that the release of the school principal in question, and not replacing anyone in that position constitutes the "best interest of continuing public control" and "financially responsible administration".

A hearing was held before the PELRB at the Board's office in Concord, N. H. on April 1, 1982.

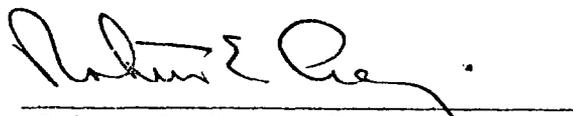
FINDINGS OF FACT AND RULINGS OF LAW

Testimony was taken and revealed that the decision not to replace the resigned principal was based largely on declining enrollments and the pattern of supervising the various schools in the Concord School District. Such decisions are clearly in the area of "management prerogative" and only the question of breach of contract is before the Board, the contract specifying the numbers of the unit, including the principal who resigned.

DECISION

(Oral decision issued April 1, 1982)

1. No unfair labor practice has been found since the members of the unit are determined by the PELRB and are not negotiable in this sense;
2. the management is under no obligation to negotiate budget cuts and subsequent job elimination, this is not a mandatory subject of negotiation;
3. however, the Board rules that the public employer is obligated to negotiate with the CAA the impact of such a decision on the "terms and conditions of employment" of the employees affected.
4. The unfair labor practice charge is dismissed.



Robert E. Craig, Chairman

Signed this 13th day of May, 1982.

By unanimous vote, Robert E. Craig presiding. Members Mayhew, Osman and Anderson present and voting. Also present Executive Director Evelyn C. LeBrun.